

MEMORANDUM OF UNDERSTANDING

**Between
Department of Corrections
And
Department of Justice
#COR-INTRGV-2021-0422-DIR**

1. PARTIES

The Montana Department of Corrections (**DOC**) and Department of Justice (**DOJ**) Legal Services Division enter into this Memorandum of Understanding (**#COR-INTRGV-2021-0422-DIR**). The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Legal Services Bureau
5 S. Last Chance Gulch
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

Montana Department of Justice
Legal Services Division
215 N. Sanders Street
PO Box 201401
Helena, MT 59620-1401
(406) 444-2026

**DOC AND DOJ, AS PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (MOU)
AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

2. PURPOSE

The purpose of this agreement is for the Prosecutions Services Bureau (PSB) within the DOJ Legal Services Division to assist in the prosecution of criminal cases arising within the Montana State Prison system. PSB is to provide the services of a licensed attorney (1.0 FTE) for such prosecutions.

3. DUTIES/RESPONSIBILITIES OF PARTIES

- 3.1 DOJ will provide office space and furnish the licensed attorney with a computer and cell phone.
- 3.2 DOC will provide access by DOJ to DOC records and information pertaining to the prosecution of criminal cases arising within the Montana State Prison system, including computer data stored and formulated by DOC or its contractors that DOJ determines may be necessary in carrying out its responsibilities under this agreement. This data will be supplied without cost in the form requested by DOJ if the data is available without additional cost to DOC.
- 3.3 DOC will make its employees available as witnesses in cases undertaken by DOJ. DOJ agrees to make any requests for witnesses with reasonable advance notice to not disrupt ordinary staff activity of DOC.
- 3.4 DOC agrees to provide support from its criminal investigation division and legal support staff to assist in the prosecution of cases under this agreement. Such support shall be provided on a case-by-case basis and only if DOC has available resources.

- 3.5 PSB will prosecute all escape cases from Montana State Prison and Women's Prison and all the prerelease and community corrections centers escape cases from throughout the State.
- 3.6 PSB will prosecute all felony and high misdemeanor criminal cases allegedly committed by inmates, staff, or visitors at the Montana State Prison, if after reasonable investigation by DOC staff and/or law enforcement, PSB decides that filing criminal charges is warranted.
- 3.7 PSB and DOC may agree to procedures for the referral of other cases to PSB. Such procedures shall be subject to the approval of both parties. Consistent with the authority and practice of PSB, DOJ may also provide assistance in cases at the request of Montana's county attorneys.
- 3.8 In consideration of the services performed by PSB under this agreement, DOC shall pay PSB \$100,000 for the fiscal year beginning July 1, 2021. For the fiscal year beginning July 1, 2022, DOC shall pay PSB \$100,000. The payments made hereunder shall be considered a flat retainer and shall constitute full payment for all legal services delivered under this agreement including but not limited to attorney time, and all travel and administrative expenses which are incurred by PSB under this agreement. Witness fees and expenses, jury costs, and other normal costs associated with prosecutions will remain the responsibility of the county in which the case is filed.

4. HOLD HARMLESS/INDEMNIFICATION

- 4.1 To the fullest extent permitted by law, DOJ shall indemnify and hold harmless DOC and the State of Montana, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses, and expenses, including the cost of defense thereof, to the extent caused by or arising out of DOJ's negligent acts, errors, or omissions in work or services provided under this MOU, including but not limited to, the negligent acts, errors, or omissions of any contractor or anyone directly or indirectly employed by any contractor for whose acts contractor may be liable.
- 4.2 To the fullest extent permitted by law, DOC shall indemnify and hold harmless DOJ, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of DOJ's negligent acts, errors, or omissions in work or services provided under this MOU, including but not limited to, the negligent acts, errors, or omissions of any contractor or anyone directly or indirectly employed by any contractor for whose acts contractor may be liable.

5. Limitation of Liability

Neither party shall be liable to the other party for special, incidental, consequential, punitive, or indirect damages.

6. AMENDMENTS

All amendments to this MOU shall be in writing and signed by the parties.

7. EFFECTIVE DATE, DURATION AND RENEWAL


This Memorandum of Understanding shall take effect upon final signature, and shall terminate on June 30, 2023 unless terminated earlier in accordance with the terms of this MOU. This MOU may, upon mutual agreement and according to the terms of the existing MOU, be renewed for a period not to exceed a total of five (5) additional years.

8. TERMINATION AND DEFAULT


Either party may terminate this MOU without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the MOU shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice.

SIGNATURE


STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

DocuSigned by:
 7/6/2021
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 Brian Gootkin, Director (Date)
 Department of Corrections

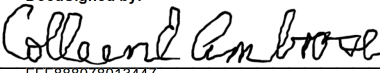
DEPARTMENT OF JUSTICE
Legal Services Division
215 N. Sanders Street
Helena, MT 59601

DocuSigned by:
 7/1/2021
4CC74BBAC304436...
 Kristin Hansen (Date)
 Department of Justice

Approved as to Form by:

DocuSigned by:
 6/30/2021
B15D8BA0850A493...
 Contracts Officer (Date)
 Department of Corrections

Approved as to Legal Content by:

DocuSigned by:
 6/30/2021
FFF88078013447...
 Legal Counsel (Date)
 Department of Corrections